The State of Alabama } This Indenture made and entered into this
Shelby County } 17th day of January 1861 between Silas Brasher
debtor of the first part and George R. C. Harlis, Creditor of the second part
witnesseth: That whereas the said party of the first part is justly
indebted to the said party of the second part in the sum of
Seventy eight dollars due by two promissory notes of this date
One for thirty three dollars due one day after date the other for forty
five dollars & due the 25th day of December next and payable
to said George R. C. Harlis - and the said party of the first part
being desirous to secure the payment of said indebtedness; for
and in consideration and for the further consideration of

The sum of one dollar to the said party of the 1st part in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, the said party of the first part has sold and hereby sells and conveys unto the said party of the 2nd part the following described property to wit One Black Mare Mule, medium size now in my possession and the only one owned by me or now in my possession to have and to hold in trust as follows. It is hereby agreed that the said party of the first part is to have and retain possession of said property until the 25th day of December 1861. and if the said party of the first part shall fully pay ~~said~~ to the said party of the second part said debt with interest thereon, and the reasonable expenses hereof by said 25th day of December 1861. then this Indenture is to be null and void. But upon default of such payment the said party of the second part is hereby authorized to take into possession and sell said property to the highest bidder for cash, after giving ten days of the time and place of said sale by advertisement posted up at three public places. and out of the proceeds of said sale retain the said sum of Seventy eight dollars and interest thereon, and reasonable expenses hereof. and the ballance if any, pay to the said party of the first part.

Given under my hand and seal the day and year above written

Attest A A Sennett

Silas his + mark Brewer (SS)

The State of Alabama } I A A Sennett a Justice of the Peace for
Shelby County } said County hereby Certify that Silas Brewer whose name is signed to the foregoing Conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the Conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this 17th day of January 1861

A A Sennett
J Peace

Filed for, and Recorded 17th January 1861. J. H. McC. Judge